

Doc. No. 4672
11/7/85

DEVELOPMENT IMPACT PROJECT AGREEMENT
THE TRUSTEES OF BOSTON COLLEGE

AGREEMENT made this _____ day of _____, 1985 by and between the Boston Redevelopment Authority (hereinafter the "Authority"), acting on its behalf and as escrow agent for the Neighborhood Housing Trust hereafter to be created, and the Trustees of Boston College (hereinafter "Boston College").

W I T N E S S E T H T H A T:

WHEREAS, Boston College proposes to construct a Sports Center containing an aggregate of 164,454 square feet (hereinafter the "Sports Center") and renovate the westerly side of Alumni Stadium (hereinafter the "Stadium Renovations") (the Sports Center and Stadium Renovations being collectively referred to as the "Project");

WHEREAS, the Project Site is comprised of a 50.06 acre parcel of land more or less in the Brighton District of Boston bounded on the South by Beacon Street, on the north by Commonwealth Avenue, on the east by St. Thomas More Drive and on the west by other land of Boston College located in the City of Newton (hereinafter the "Project Site");

WHEREAS, the Project constitutes a Development Impact Project as defined in Section 26-2(1) of Article 26 of the Boston Zoning Code;

WHEREAS, the Neighborhood Housing Trust as referred to in Article 26 of the Boston Zoning Code has not yet been created.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEVELOPMENT IMPACT PROJECT PLAN

1.1. Development Impact Project Plan. The parties hereby acknowledge that Boston College submitted to the Authority a Development Impact Project Plan (hereinafter the "Plan") as required by Section 26-3 of Article 26 of the Boston Zoning Code, and after a public hearing held on November 7, 1985, notice of which was published in _____ on _____, the Authority approved the Plan on _____. Boston College will cause the Project Site to be developed substantially in accordance with the Plan.

ARTICLE 2. LINKAGE PAYMENT

2.1 Linkage Payment. Boston College shall be responsible, in accordance with the terms of this Agreement, for a Development Impact Project Exaction (hereinafter "Linkage Payment") as such term is defined in Section 26-2(3) of the Boston Zoning Code, in the amount as calculated and set forth in 2.4 below. Boston College may, at its option, satisfy its obligation for the Linkage Payment, in whole or in part, by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in 2.2 below, or by payments made in accordance with 2.3 below.

2.2 Housing Creation Option. If Boston College shall elect to contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, Boston College shall submit a proposal in writing to the Authority on or before the Payment Date, as defined in 2.6 below and as further defined in Section 26-2(3)(a) of the Boston Zoning Code. Such proposal shall satisfy the provisions of the Housing Creation Exaction set forth in Section 26-1(3)(b) of Article 26 of the Boston Zoning Code. The proposal shall include a description of the number, location, cost and design of the housing units.

2.3 Housing Payment Option. If Boston College shall elect to contribute money payments, said payments shall be paid to the City of Boston acting by and through the Neighborhood Housing Trust, or in the event such Trust has not been created, to the Authority as escrow agent for such Trust. The payments shall be made in twelve (12) equal annual installments. The first installment of the Housing Payment Option shall be due and payable on the Payment Date, as defined in 2.6 below, and subsequent installments shall be due and payable on the following eleven (11) anniversary dates of the Payment Date.

2.4 Calculation of Linkage Payment. The parties hereby acknowledge that the Project will include certain uses enumerated in Table C of Article 26 of the Boston Zoning Code, including college or university granting degrees (Use Item No. 16A). It is anticipated that the gross floor area devoted to such uses is expected to be 164,454 square feet, based upon schematic drawings for the Project. The total amount of the Linkage Payment will be \$322,270.00. The parties acknowledge that the amount of the Linkage Payment is based upon gross floor areas as estimated in the Plan, multiplied by five (\$5.00) dollars for each square foot in excess of 100,000 square feet as provided in Section 26-3(2)(a) of the Boston Zoning Code. If the gross floor area, as defined in Section 2-1(21) of the Boston Zoning Code and as certified by the Project Architect (as identified in the Plan) differs from the above stated estimate, this Agreement shall be amended by incorporating a schedule approved by the Director of the

Authority adjusting the amount of the Linkage Payment in accordance with Article 26 of the Boston Zoning Code.

2.5 Recalculation. The Authority hereby agrees, subject to the recalculation provisions contained in 2.4 above, that any change in the rate of the Linkage Payment as may be adopted shall not in any way increase the Linkage Payment determined in accordance with 2.4 above.

2.6 Payment Date. The Payment Date shall be the earlier of either the issuance of a Certificate of Occupancy for the Sports Center or twenty-four (24) months after the granting of the building permit for the Sports Center.

2.7 Waiver of Linkage Payment. If a building permit is not granted for the Sports Center, or if construction of the Sports Center is abandoned after a building permit is obtained prior to the commencement of substantial construction (the commencement of excavation, foundation, and other subsurface work shall constitute substantial construction), or if a building permit lapses and is not renewed, then Boston College shall have no responsibility for the Linkage Payment with respect to the Sports Center or any part thereof. Demolition and surface site work shall not be considered substantial construction.

2.8 Credit Towards Linkage Payment. If the City of Boston should hereafter impose, assess, or levy any excise tax or other tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Sections 26-1 of Article 26 of the Boston Zoning Code, amounts payable hereunder by Boston College shall be credited against such excise tax or other tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such excise or other tax, the obligations of Boston College hereunder shall, to the extent of the total amount of such excise or other tax, thereupon cease and be of no further force and effect.

ARTICLE 3. RESIDENT CONSTRUCTION EMPLOYMENT PLAN

3.1 Boston Residents Construction Employment Standards. Boston College shall submit a plan, to be known as a Boston Residents Construction Employment Plan, to the Director of the Authority. The plan shall set forth in detail Boston College's plans to ensure that its contractor, and those engaged by said contractor for construction of the Project, on a trade by trade basis, meet the following Boston Residents Construction Employment Standards: (1) at least 50 percent of the total employee workerhours in each trade shall be by bonafide Boston residents; (2) at least 25 percent of the total employee workerhours in each trade shall be by minorities; and (3) at

10 percent of the total employee workerhours in each shall be by women. Boston College shall include in the provisions for monitoring, compliance and sanctions. Boston College shall submit the plan within three months from the date of the execution of this Agreement or prior to the issuance of a building permit for the Project, whichever occurs sooner.

3.2 Workerhours Defined. For purposes of this Article 3, workerhours shall include on-the-job training and apprenticeship positions.

ARTICLE 4. EMPLOYMENT OPPORTUNITY PLAN.

Employment Opportunity Plan. Boston College shall formulate an Employment Opportunity Plan which plan shall provide for Boston College's good faith efforts to achieve a goal that 50 percent of the permanent employment opportunities created by the Project shall be made available to Boston residents. Boston College shall submit the plan to the Director of the Authority within three months from the execution of this Agreement.

ARTICLE 5. LIABILITY

5.1 Scope of Applicant's Liability. The Authority agrees to look solely to the interests from time to time in the Project that are subject to this Agreement being more fully described in the Development Impact Project Plan for this Project, whether owned by Boston College or its successors or assigns, as the case may be, for any claim against Boston College or its successors or assigns, arising under this Agreement in connection with such improvements.

5.2 Personal Liability. Neither Boston College nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent, employee, or affiliate of Boston College, or its successors and assigns shall be personally or individually liable under this Agreement, nor shall it or they be liable beyond the extent of its or their interest in such Project.

ARTICLE 6. MISCELLANEOUS PROVISIONS.

6.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and sets forth the entire agreement between the parties. This Agreement is binding and enforceable under contract law upon, and inures to the benefit of, the parties, their successors, assigns and legal representatives including,

without limitation, any successor owner of the Project, and the Trust as successor to the Authority as and when such Trust shall be established.

6.2 Capitalized Terms. The capitalized terms used herein without definition shall have the meanings ascribed in Article 2 of Article 26 of the Boston Zoning Code, unless otherwise defined herein.

6.3 Compliance with Development Impact Project Plan. The Authority hereby acknowledges approval of the Development Impact Project Plan, as voted by the Authority on _____. Boston College hereby agrees to proceed with the Project substantially in accordance with the Development Impact Project Plan.

6.4 Notice. All notices under this Agreement must be in writing and mailed, postage prepaid to the parties at the following addresses:

AUTHORITY: Boston Redevelopment Authority
Director's Office
City Hall Square
Boston, MA 02201

With copies to: Boston Redevelopment Authority
Chief General Counsel City Hall Square
Boston, MA 02201

Boston College: Trustees of Boston College
c/o John R. Smith, Financial Vice
President and Treasurer
210 St. Thomas More Drive
Chestnut Hill, MA 02167

With copies to: Rackemann, Sawyer & Brewster
One Financial Center
Boston, MA 02111
Attention: Lawrence E. Kaplan, Esq.

6.5 Boston College will use its best efforts to develop an additional parking facility on the campus and additional dormitory beds, subject to available financing which is satisfactory to the Board of Trustees of Boston College and subject to receiving all necessary governmental permits and approvals. Notwithstanding any other provision of this Agreement, nothing set forth in this Paragraph 6.5 shall be deemed to be a condition of the zoning relief granted by the Board of Appeal in petitions Z-8191 and Z-8192 and of approval of the Development Impact Project Plan by the Authority.

6.6 Satisfaction of Development Impact Project Requirements. The Authority hereby acknowledges that by executing this Agreement, Boston College has satisfied the

requirements of Section 26-3(2) of the Boston Zoning Code insofar as satisfaction of the requirements of that Section is a precondition to the granting, allowing, or adopting of a variance, conditional use permit, exception, or zoning map or text amendment with respect to Boston College's development of the Project Site.

6.7 Titles. The captions of this Agreement, its articles and sections throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel

By:

Stephen Coyle, Director

TRUSTEES OF BOSTON COLLEGE

By: _____

BOSTON REDEVELOPMENT AUTHORITY

November 7, 1985

DEVELOPMENT IMPACT PROJECT PLAN

FOR

BOSTON COLLEGE SPORTS CENTER AND

STADIUM RENOVATIONS

2599-2601 and 2609 BEACON STREET
BRIGHTON, MASSACHUSETTS

PROJECT: BOSTON COLLEGE SPORTS CENTER AND
STADIUM RENOVATIONS

DEVELOPER AND OWNER: Trustees of Boston College ("Boston
College")

ARCHITECT: Sasaki Associates, Inc.

LIST OF PLANS: The following plans are incorporated
herein by reference:

1. Plan by Sasaki Associates, Inc.,
entitled "Site Plan/Boston College
Sports Center & Stadium Renov.",
scale 1" = 40', dated 7 Oct. 1985
(the "Site Plan");
2. Plan by Sasaki Associates, Inc.,
entitled "Section Looking
South/Boston College Sports Center
& Stadium Renov.", scale 1" = 40',
dated 7 Oct. 1985 (the "Section
Plan"); and
3. Plan by Harry R. Feldman, Inc.,
entitled "Plot Plan 'Boston
College' Boston, Mass.", scale
1" = 100', dated Jan. 14, 1985
(the "Plot Plan").

SITE: A 50.06 acre parcel of land in the
Brighton District of the City of Boston
bounded on the south by Beacon Street,
on the north by Commonwealth Avenue, on

the east by St. Thomas More Drive and on the west by land of Boston College in the City of Newton as shown on the Plot Plan, and known as the "Lower Campus". The site includes the 17,097 square foot parcel recently acquired from the MDC but does not include the lot on which Edmonds Hall is located which is a separate zoning lot. The Site lies entirely within an R-.5 zoning district, a residential district with a floor area ratio of .5. The Site is not located within any overlay district of the Boston Zoning Code (the "Code").

PROJECT:

Boston College is planning to construct a Sports Center (the "Sports Center") to be located on the Boston College Lower Campus adjacent to Alumni Stadium on the present site of McHugh Forum. In conjunction with this construction Boston College is planning to replace existing grandstand seats on the westerly side of Alumni Stadium, to add new VIP box seats beneath the grandstand and to expand the existing enclosed area above the grandstand which is used for television and press (collectively, the "Stadium Renovations").

PROPOSED LOCATION,
DIMENSIONS AND
APPEARANCE OF
STRUCTURES:

The Sports Center

The Sports Center will be a 5 level complex, built entirely above grade, lying east of Alumni Stadium and north of Roberts Center on the present site of McHugh Forum which will be completely demolished. The Sports Center will contain a 100' x 200' hockey rink, a basketball court to be located on the rink floor, and a practice basketball court. Concession areas, locker rooms, conference rooms and offices for athletic staff and coaches will also be provided. The Sports Center will contain 7,600 fixed seats and 900 moveable seats. Five hundred (500) seats on roll-out bleachers will be provided next to the

practice court. The height of the Sports Center will be 82 feet.

The Stadium Renovations

In conjunction with construction of the Sports Center, Boston College is planning to replace 5,700 existing grandstand seats on the westerly side of Alumni Stadium with 5,494 new grandstand seats. Enclosed VIP boxes containing 7,825 square feet and seating for 206 people will be added in the area beneath the grandstand. The 2,100 square foot enclosed area which presently exists above the grandstand and is used for television and press will be expanded by 700 square feet. The height of the Stadium as renovated will be 107 feet, 2 inches.

DESIGN REVIEW:

Materials and treatment of the Sports Center and Stadium Renovations, open space, and the size, location, design, color and materials of exterior signs will be subject to the Boston Redevelopment Authority's design review process.

OPEN SPACES AND LANDSCAPING:

In the Project area, open spaces and landscaping are shown on the Site Plan with trees and other plantings to be maintained and replaced as necessary.

PROPOSED USE OF STRUCTURES:

The Sports Center will be a combined hockey and basketball facility and will include administrative offices and support spaces for football and other men's and women's athletic activities. The Stadium Renovations will be used by spectators at events held in Alumni Stadium, including, for example, football games and track meets.

DENSITY:

The floor area ratio of the Site after construction of the Sports Center and Stadium Renovations will be .41.

GROSS FLOOR AREA:

The Sports Center will contain approximately 164,454 square feet of gross floor area and will replace McHugh Forum which contains 43,859 square feet of gross floor area.

The Stadium Renovation will contain 10,625 square feet of gross floor area resulting in a total gross floor area for the Stadium of 20,367 square feet.

SIGNS:

Two (2) wall mounted signs entitled "Boston College Sports Center" will be located above each entrance of the Sports Center.

**REQUIRED
ZONING RELIEF:**

The Sports Center

Construction of the Sports Center will require the following zoning relief from the Board of Appeal: (i) a conditional use permit pursuant to Section 8-7 (16A) of the Code; (ii) a variance from the sign provisions of Section 11-1 of the Code; (iii) a variance from the height restrictions of Section 16-1 of the Code; and (iv) a variance from the side yard provisions of Section 19-1 of the Code.

The Stadium Renovations

The proposed renovation of Alumni Stadium will require the following zoning relief from the Board of Appeal: (i) a Conditional Use Permit pursuant to Section 8-7 (16A) of the Code; (ii) permission to extend a conditional use pursuant to Section 8-6 of the Code; (iii) a variance from conditions imposed in a 1957 Zoning Board of Appeal Decision pursuant to Section 7-4 of the Code; (iv) permission to extend a non-conforming structure pursuant to Section 9-1 of the Code; and (v) a variance from the height restrictions of Section 16-1 of the Code.

**DEVELOPMENT IMPACT
PROJECT EXACTION:**

Boston College will be responsible for the payment of a Development Impact Project Exaction with respect to the Sports Center which will be met by either a Housing Payment Exaction in the amount of \$322,270.00, payable in 12 annual installments of \$26,855.83, or by Boston College taking action the result of which will be to make

available low and moderate income housing units ("Housing Creation Exaction") the value of which is at least equal to the Housing Payment Exaction.

PEDESTRIAN AND

VEHICULAR CIRCULATION:

Vehicular access for dropping off visitors to the Sports Center will be from Beacon Street via a driveway and dropoff circle as shown on the Site Plan. Pedestrian access to the Sports Center will be available from Beacon Street, Commonwealth Avenue, St. Thomas More Drive and along a walkway (the "Walkway") running from the Middle Campus (as defined below) by Higgins Hall to the Sports Center.

Vehicular access to the south entrance of the 802-car parking garage (which is adjacent to the Stadium and in which parking will be available for persons coming to the Sports Center and Alumni Stadium) will be from Beacon Street via the same driveway. Access to the north entrance of the garage will be from St. Thomas More Drive via the access road adjacent to Shea Field, and Commonwealth Avenue via the Lower Campus Road. Both garage entrances are single, two-way ramps. Boston College is presently investigating the possibility of improving access from St. Thomas More Drive to facilitate traffic circulation during athletic events and relieve congestion on Beacon Street and Commonwealth Avenue.

Pedestrian access to the Stadium is available from Beacon Street, Commonwealth Avenue, and St. Thomas More Drive from the Walkway.

OFF-STREET PARKING:

Parking spaces for the Sports Center and the Stadium exist as follows:

Middle Campus
(located in Newton
adjacent to the
Lower Campus): 360

Lower Campus

2,143 (including
the Garage)

OFF-STREET LOADING:

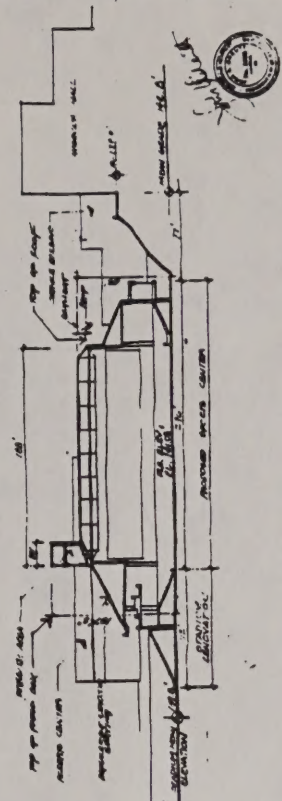
Three (3) off-street loading bays are provided in the Sports Center as required by the Code. No loading bays are required in Alumni Stadium as a result of construction of the Stadium Renovations.

ACCESS TO PUBLIC
TRANSPORTATION:

The Lake Street stop on the Boston College Branch of the MBTA Green Line is located within walking distance of the Sports Center and Stadium. This Branch provides access to Boston College from Boston and surrounding communities. Additional public transportation is available from Cleveland Circle.

NUMBER OF EMPLOYEES:

Because the Sports Center and Stadium Renovations involve the replacement of existing obsolete athletic facilities, no increase in the number of permanent employees is anticipated.



SECTION LOOKING SOUTH / A-101. EXISTING STRUCTURE. DATE 1-1-88
 1/2" = 1'-0"



NOT FOR CONSTRUCTION

Susuki Associates, Inc.
 1000 West 10th Street
 Anchorage, Alaska 99501
 (907) 562-1000

MEMORANDUM

NOVEMBER 7, 1985

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: MARC WEBB, ASSISTANT DIRECTOR FOR PLANNING AND ZONING
LINDA BOURQUE, DIRECTOR OF ZONING
LARRY KOFF, INSTITUTIONAL PROJECT COORDINATOR

SUBJECT: DEVELOPMENT IMPACT PROJECT PLAN AND DEVELOPMENT IMPACT
PROJECT AGREEMENT FOR CONSTRUCTION OF A SPORTS CENTER
AND RENOVATIONS TO STADIUM ON BOSTON COLLEGE
LOWER CAMPUS

In June, 1985, the Trustees of Boston College applied for zoning relief to erect a three-story addition to the existing parking facility to accommodate 228 new parking spaces, and to relocate 7,480 grandstand seats and 320 box seats to the roof of the parking facility. At that time, these plans were reviewed with the Brighton/Allston Improvement Association and the Association supported the proposal. The Boston Redevelopment Authority recommended approval with specific conditions. These provisos required that within 60 days the College submit to the Authority a ten-year capital facilities plan include the location and development schedule for housing and recreation facilities, a traffic study indicating additional parking needs and intersection improvements, a progress report of meetings with the Allston/Brighton community concerning adoption of program to serve and benefit that area, and submission of a proposal for payments in lieu of taxes (PILOT) covering a campus-wide contribution for the cost of various City services. The PILOT was also to include an agreement to incorporate the cost impacts of future development. Boston College did comply with these conditions within the 60-day period. They submitted a 1985-1995 Ten-Year Planning Report, (attached) a payment-in-lieu-of-tax proposal currently under review by staff, and a summary of Boston College Cooperation with the Local Community (see attached). The cooperation agreement includes a commitment to provide scholarships to local residents.

The first element of the Ten-Year Plan is a proposal to erect a five-level, 164,000-square-foot sports center on the site of the existing McHugh Forum, which will be demolished, and renovate and replace the grandstand seats and press box on the westerly side of the existing stadium. The plan also calls for the addition of 1,100 dormitory units within ten years, a cap on the existing student enrollment of 14,010 students, and an agreement not to acquire any new property within Boston.

Boston College has been working with Authority staff and with the community to design the new sports facility to minimize its effects on the surrounding neighborhood. Toward

this end, the Sports Center is designed to be constructed partially below grade and will be approximately only 40 feet above the existing grade of Beacon Street. To alleviate traffic congestion, a new loop system with a major egress point off of St. Thomas Moore Road will provide access to the site and to the garage addition previously approved and now under construction. Schematic design approval has been given by Authority staff and the Brighton/Allston Improvement Association has approved the current proposal.

The proposed Sports Center exceeds 100,000 square feet and, therefore, will be subject to linkage payments. These payments will approximate \$322,270. Staff has reviewed this current proposal in conjunction with the Ten-Year Planning Report and recommends that the sports facility proposal be approved under the following conditions: (1) a contract be executed by and between the Trustees of Boston College and the City of Boston obligating Boston College to make payment to the City of Boston for governmental services provided by the City; (2) a commitment is made by the Trustees of Boston College to further study and carry out, consistent with the Ten-Year Planning Report, the development of parking facilities within the campus of Boston College; (3) Boston College fulfills its building plan for new dormitory beds in accordance with the Ten-Year Planning Report prepared by Boston College and dated August 13, 1985, subject to the obtaining of all necessary governmental approval and the availability of financing; (4) plans be submitted to the Authority for landscaping and design review approval.

Recommended votes follow:

VOTED: That in connection with the Development Impact Project Plan for construction of a Sports Center and renovations to the existing Alumni Stadium on the campus of Boston College, presented at a public hearing duly held at the offices of the Authority on November 7, 1985, and after consideration of the evidence presented at that hearing, the Boston Redevelopment Authority finds that said Plan (1) conforms to the general plan for the City of Boston as a whole; (2) contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) does adequately and sufficiently satisfy all other criteria and specifications for a Development Impact Project Plan as set forth in Article 26 of the Boston Zoning Code as amended; and further

VOTED: That pursuant to the provisions of Article 26 of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the Development Impact Project Plan for the Sports Center and Alumni Stadium renovations at Boston College. Said Development Plan is embodied in a written document entitled "Development Impact Project Plan for Boston College Sports Center and Stadium Renovations, 2599-2601 and 2609 Beacon

Street, Brighton, Massachusetts", dated November 7, 1985, and in a group of schematic drawings listed in said document; said document and drawings shall be on file in the office of the Director of Zoning of the Authority; and further

VOTED: That the Authority hereby authorizes the Director to execute, in the name and on behalf of the Authority and as an escrow agent for the Neighborhood Housing Trust, a Development Impact Project Exaction Agreement with the Trustees of Boston College, and to certify, in the name of the Authority, that plans submitted to the Building Commissioner in connection with said project are in conformity with said Development Impact Project Plan and that the developer has entered into an Agreement with the Authority to be responsible for a Development Impact Project Exaction; and further

VOTED: That in reference to petitions Z-8191-8192, 2599-2601 and 2609 Beacon Street, Brighton, brought by the Trustees of Boston College for a conditional use and a variance as listed in the Development Impact Project Plan for the Sports Center and Alumni Stadium renovations at Boston College, which is approved by the Authority today, the Boston Redevelopment Authority recommends approval provided that (1) the Authority and the Developer have executed a Development Impact Project Agreement; (2) plans are submitted to the Authority for design review approval to ensure that the plans are consistent with the plans previously approved by the Authority and with the Development Impact Project Plan; (3) a contract be executed by and between the Trustees of Boston College and the City of Boston obligating Boston College to make payments to the City of Boston for governmental services provided by the City; (4) a commitment is made by the Trustees of Boston College to further study and carry out, consistent with the Ten-Year Planning Report, the development of parking facilities within the campus of Boston College; and (5) Boston College fulfills its building plans for new dormitory beds in accordance with the Ten-Year Planning Report prepared by Boston College and dated August 13, 1985, subject to the obtaining of all necessary governmental approvals and the availability of financing. The Authority finds said petitions to be in conformity with said Development Plan.